

## Terms and Conditions

**Terms and Conditions for the provision of services in the field of dance and organisation of cultural and social events under the trademark "Tanec pro všechny" by Tanec pro všechny, z.s., with the registered office at Prague 3, Plavínová 2783/20, post code 13000, company registration number: 22709908, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section L, Insert 24791 (hereinafter referred to as "Tanec pro všechny")**

### I

#### Basic Provisions

1. These Terms and Conditions regulate the mutual rights and obligations related to attending cultural and social events, including one-off seminars organised by Tanec pro všechny between the client and Tanec pro všechny.
2. Any individual who concludes a contract with Tanec pro všechny in any of the following ways is a client of Tanec pro všechny:
  - a. By buying a ticket, voucher, lesson, online course at: [www.tanecprovsechny.cz](http://www.tanecprovsechny.cz), [www.taneckyprodeti.cz](http://www.taneckyprodeti.cz), [www.praguedance.cz](http://www.praguedance.cz), [www.dancetimecup.cz](http://www.dancetimecup.cz), [www.svatebni-tanec-praha.cz](http://www.svatebni-tanec-praha.cz), [www.kurzy-tance-praha.cz](http://www.kurzy-tance-praha.cz), [www.den-stardance.cz](http://www.den-stardance.cz), [www.ballroom-dance.cz](http://www.ballroom-dance.cz) (hereinafter referred to as the "Website")
  - b. By acquiring a ticket, voucher in a way other than that referred to under (a) of this paragraph.

A person who has authorised any other person (e.g. a dance partner or a family member) to conclude the contract in any of the ways referred to under (a) to (b) is also a client. This person is obliged to acquaint the client with the Terms and Conditions. By concluding the contract in one of the ways specified under (a) to (b) above, the client confirms that he/she has read and agrees with these Terms and Conditions.

3. In case a client of Tanec pro všechny does not have full legal capacity, legal actions for which the client himself/herself is not eligible with regards to their nature are taken by his/her statutory representative or, as appropriate, a guardian.
4. For the purposes of these Terms and Conditions:
  - a. An action means events organised by Tanec pro všechny, available to visitors, such as, for example, dance competitions, balls, dance lessons, dancing event, seminars, congresses, workshops, etc.,
  - b. A ticket means a proof demonstrating the client's right to visit a specific event.
5. If a contract between Tanec pro všechny and the client is concluded using means of distance communication, the costs of the use of these means will be borne in full by the client. The amount of these costs depends on the conditions of the telecommunications service provider used by the client to conclude the contract. No special fees are charged by Tanec pro všechny for the use of the means of distance communication.
6. The contract is concluded between Tanec pro všechny and the client for a definite period of time and is terminated upon the ending of the relevant event or, as appropriate, before that period, in the manners specified in these Terms and Conditions.
7. With regard to the fact that the contract concluded between Tanec pro všechny and the client has the nature of a contract on the use of leisure time within the meaning of section 1837 (j) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), the client cannot withdraw from this contract even if it was concluded at a distance or outside the business premises.
8. In the case of a contract concluded by any of the means of distance communication, Tanec pro všechny will send to the client, immediately after payment is made, a confirmation of the contents of the concluded contract, including the ticket, voucher, order or voucher summary in the PDF format and these Terms and Conditions in the PDF format, at the email address given by the client for this purpose when filling in the electronic order of the provided service.

9. Tanec pro všechny keeps contracts concluded and orders delivered in electronic form and archives them for a period of three years from the end of the relevant event, unless the legislation provides for an obligation to archive them for a longer period. Tanec pro všechny will allow the client access to the contract concluded with the client if such contract was concluded in writing, if the client requests so in writing by e-mail sent to [info@tanecprovsechny.cz](mailto:info@tanecprovsechny.cz).
10. Individual technical steps leading to the conclusion of a contract online are as follows:
  - a. In the case of acquiring a ticket, seminar voucher, online lessons on the Website
    1. The client selects the seminar, the lessons that he/she wants to attend and for which registration is possible with regard to its/their capacity according to the then current information given on the relevant page, by which an order is displayed - application for the relevant seminar.
    2. The client fills in the data required in the order form and by ticking the relevant box he/she agrees to these Terms and Conditions. The Client has the opportunity to get acquainted with the Terms and Conditions by means of a link placed next to this check box or the "GTC" link in the "About us" section accessible from anywhere on the Website.
    3. Before clicking on the "Submit Order" button, the client is allowed to check the data entered in the application form and change them if necessary. By clicking on the "Submit Order" button, the client is redirected to a secured 3D payment gateway where he/she will fill in his/her payment card details and after their successful verification, the payment is assigned to the order and a contract is concluded between the client and Tanec pro všechny.
11. Tanec pro všechny is not bound by any codes of conduct within the meaning of the provisions of section 1826 (1) (e) of the Civil Code in relation to the client.
12. For the provision of services of Tanec pro všechny, there are no restrictions, except those arising from these Terms and Conditions.
13. These Terms and Conditions are written in Czech and English. The contract between Tanec pro všechny and the client may only be concluded in Czech or English.
14. At events of Tanec pro všechny, such as dance competitions, the client is obliged to follow the "Rules of the Competition".

## II

### **Dates and Venues, Reservation of the Right to Change Events**

1. The dates and venues of the Events of Tanec pro všechny are published on the Website and are marked visibly on the first page of the ticket, voucher, Event voucher for a particular Event. The period from the conclusion of a contract between Tanec pro všechny and the client until the end of the Event is also the period for which the contract concluded between Tanec pro všechny and the client binds the contracting parties.
2. In exceptional cases, Tanec pro všechny is entitled to change the time, place and programme of the Event. Tanec pro všechny is obliged to notify the client of this change without undue delay. A change in the time, place or programme of the Event is not a reason for financial or other compensation by Tanec pro všechny.
3. The client's absence from the Events does not give the client the right to any compensation by Tanec pro všechny.
4. In the case of withdrawal of the client's participation in individual lessons less than 36 hours before their scheduled start, the client is obliged to pay the price of the whole lesson as compensation for lost profit. By not paying the amount, a legal claim for its recovery will arise upon Tanec pro všechny.

## III

### **Prescribed Clothing of the Event, Access to the Event, Operating and Safety Rules of the Halls**

1. Since the Events organised by Tanec pro všechny are social in nature, the client is obliged to respect the Prescribed Clothing required for the Event. The Prescribed Clothing at the Event is always specified in the description on the Website for the given Event.
2. The entry to all dance halls in which Tanec pro všechny organises its Events is only allowed in clean dance shoes or formal shoes suitable for dancing.
3. A failure to comply with the Prescribed Clothing and shoes may be grounds for non-admission to the Event by Tanec pro všechny or a person authorized by Tanec pro všechny, or, as appropriate, for expelling from the Event.
4. Personal belongings and luggage (except for ladies handbags) must be stored in the dressing room before the start of the Event. It is not allowed to wear them in the hall for reasons of space, safety or aesthetics.
5. The access to the Event is only allowed to visitors with a valid ticket, voucher for this particular Event. Tanec pro všechny is entitled to close the entrance to the hall in the Event that the capacity of the hall is full, however such closing does not apply to visitors with a ticket, voucher bought in advance.
6. It is not allowed to bring in the following in the halls where Tanec pro všechny organises its Events:
  - a. Weapons, pyrotechnics, cans and other dangerous items,
  - b. Narcotic, addictive or toxic substances.
7. Upon the entry to an Event, Tanec pro všechny is entitled to inspect and identify clients, including the items brought in the hall. Clients who refuse to submit to this inspection might not be allowed to enter the Event. In this case, clients are not entitled to any compensation.
8. Persons who are drunk or under the influence of narcotic drugs or addictive substances might be prohibited to enter an Event of Tanec pro všechny or may be expelled from the Event in this state.
9. All halls in which Tanec pro všechny organises its Events are non-smoking. The client undertakes not to smoke in these premises, including electronic cigarettes. Smoking is allowed only in public areas outside buildings, unless this is precluded by the generally applicable legislation.
10. Clients are obliged to observe the rules set by the owners and operators of the individual halls in which Tanec pro všechny organises its Events, which are clearly posted in the premises where these Events take place. Clients are obliged to respect and adhere to the instructions of Tanec pro všechny and the persons authorised by Tanec pro všechny and the instructions of the security and fire service personnel.
11. Clients who have not been admitted to an Event or who have been expelled during an Event due to a violation of any of the above rules are not entitled to a refund of the admission and Tanec pro všechny is not obliged to provide them with any other form of compensation for the Event to which they were not admitted or from which they were expelled.

### **IV**

#### **Making Audiovisual Records**

1. At Events organised by Tanec pro všechny, Audiovisual Recordings - in particular photographs and video - may be made.
2. By concluding the contract specified in Article I (2) of these Terms and Conditions, the client agrees that Audiovisual Records capturing the client may subsequently be used, in particular they may be displayed on the Website of Tanec pro všechny, pages of Tanec pro všechny on social networks or used on any other promotional materials of Tanec pro všechny.
3. The client will not be remunerated or otherwise compensated for taking and using such photographs and Audiovisual Records. This consent also applies to minors accompanied by the client.

4. Making Audiovisual Records at Events by a photographer other than the official photographer or, as appropriate, by a cameraman other than the official cameraman of Tanec pro všechny is allowed only with the consent of the organiser of the respective Event. Even if this consent is given, it is not allowed to take photographs or make other records of third parties without their permission and to disrupt the course of the event when making records. Entering the dance floor among dancing participants of the Event, on the stage, etc., in particular, is considered as disrupting the course of the Event.
5. If Tanec pro všechny makes available to the client any dance materials (such as dance and figure descriptions, video demonstration of steps, etc.), the client undertakes to use these materials solely for his/her own use and not to provide them or make them available to third parties. In the event of a breach of this rule, Tanec pro všechny has the right to compensation for damage that it would incur as a result of such behaviour of the client.

## V

### Terms of Payment

1. The current prices of individual Events are given on the Website of Tanec pro všechny. The prices of lessons, tickets and the voucher are given including all related fees. The client is not obliged to pay to Tanec pro všechny any costs for the delivery of services of Tanec pro všechny in addition to the current prices; the costs of delivery of a service incurred by the client in connection with the use of the service (e.g. costs of transport to the venue of the Event, parking fees, etc.) will be met by the client himself/herself.
2. Tanec pro všechny accepts payments in cash that are collected by the lecturers of Tanec pro všechny, by bank transfer and also by payment card on-line on the Website immediately upon the purchase of the respective Event.
3. The price for the Event is payable upon the purchase of the ticket or voucher, either in cash when you buy the ticket or voucher in person or by paying online by payment card when you buy the ticket or voucher through the Website or bank transfer. The paid admission is non-refundable and the ticket or voucher is not exchanged. In the event of loss or theft, the ticket or voucher will not be replaced by a new one and no compensation will be provided by Tanec pro všechny. The client acknowledges that the ticket or voucher contains a unique bar code or numerical code that can be used only for one entry per Event. It is the client's responsibility to provide the correct email in the ticket or voucher order. The entry to the Event is possible only when using the ticket or voucher with a bar or numerical code for the first time. In the event of misuse of the ticket or voucher, no compensation will be provided by Tanec pro všechny for not allowing entry.

## VI

### Liability for Damage and Rights from Defective Performance

1. The client is liable for any damage caused by his/her conduct and behaviour to Tanec pro všechny, other clients of Tanec pro všechny and to third parties in full. In particular, he/she is liable for any damage caused to the equipment of the halls and their parts. The client is obliged to immediately pay the full amount of the damage caused at the request of Tanec pro všechny.
2. In the event that the client fails to pay the damage in full, Tanec pro všechny is entitled to prevent the client from attending events organised by Tanec pro všechny.
3. Tanec pro všechny is not liable for any injuries to the client (such as sprained ankle, broken limb, etc.) or damage to his/her clothing (such as torn clothes, damaged shoes, etc.) that may arise in connection with the programme and during the Event.
4. The participation in Events is voluntary and the client participates in them at his/her own risk.
5. Tanec pro všechny is obliged to perform to the client without defects. The client is obliged to complain about any defect in performance without undue delay after being able to find the defect. The defect can be protested against within six months of the Event during which the alleged defective service was provided, in writing by a letter sent to the registered office of

Tanec pro všechny or by email sent to [info@tanecprovsechny.cz](mailto:info@tanecprovsechny.cz). If the client fails to protest against the defect in time and Tanec pro všechny objects to the late protest, the court will not grant the client the Right from Defective Performance.

6. If a service provided is arranged by Tanec pro všechny and performed by a subcontractor, Tanec pro všechny is not be liable for performance without defects – the liability will be borne by the subcontractor.
7. Tanec pro všechny or its authorised person will decide on the claim immediately, in complex cases within 3 working days. This period does not include a reasonable time depending on the type of service required for expert assessment of the defect. The complaint must be settled without undue delay, not later than 30 days from the date of the complaint, unless Tanec pro všechny agrees with the client on a longer period. The lapse of this period is considered a substantial breach of the contract.
8. If the defect of a service is removable, the client may seek a correction or completion of what is missing or a reasonable discount. If the defect cannot be removed and the service cannot be properly used as a result, the client can either withdraw from the contract or claim a reasonable discount. The Right from Defective Performance does not exclude the right to damages; however, what can be achieved by exercising the Right from Defective Performance cannot be claimed for any other legal reason. A client with Rights from Defective Performance will be entitled to the reimbursement of costs effectively incurred in the exercise of these rights; the right to compensation must be exercised within one month after the expiry of the period in which the defect must be complained, failing which the court will not grant the client the right if Tanec pro všechny objects to the late exercise of the right to the reimbursement of costs.
9. After the complaint has been settled, Tanec pro všechny will issue a written confirmation of the date and method of handling the complaint to the client, or will issue a written reasoning for rejecting the complaint.
10. Tanec pro všechny will issue to the client, at his/her request, a written confirmation of the obligations arising from defective performance to the extent stipulated by law.

## **VII**

### **Personal Data Processing**

1. In order to organise Events and to enable clients to participate in these Events, Tanec pro všechny processes personal data of clients to the extent necessary for the holding of the Event and identification of clients with their valid tickets and vouchers. The collected personal data may also include any photographic records of the client made in the premises of the Events. The processing of the client's personal data is regulated in a separate document "[Information on Personal Data Processing](#)" that is available on the Website.

## **VIII.**

### **Final Provisions**

1. If any provision of these Terms and Conditions is or becomes invalid, this will not make these Terms and Conditions invalid as a whole.
2. Possible legal successors of Tanec pro všechny or clients are also bound by these Terms and Conditions.
3. Unless a written arrangement between Tanec pro všechny and the client stipulates otherwise, these Terms and Conditions will apply to all relations between Tanec pro všechny and the client. Issues not regulated by these Terms and Conditions will be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll. on consumer protection, as amended.
4. If a dispute arises between Tanec pro všechny and the client that cannot be settled by a mutual agreement, the client may contact the Czech Trade Inspection Authority as the

subject-matter entity within an out-of-court settlement of consumer disputes on the Czech Trade Inspection Authority website at [www.coi.cz](http://www.coi.cz) or directly on the website for submitting a motion to initiate an out-of-court settlement of a consumer dispute at <http://adr.coi.cz/cs>. The consumer may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>. A competent court may be addressed for the court settlement of the dispute.

5. These Terms and Conditions are available at any time on the Website of Tanec pro všechny and the prospective client has the opportunity to get acquainted with them in good time before concluding the contract.
6. These Terms and Conditions are provided in a form that allows archiving and reproduction and can be retained and repeatedly displayed.
7. These Terms and Conditions will come into force and take effect on 7 August 2019

In Prague on 7 August 2019